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BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 92-567-E - ORDER NO. 93-217  
MARCH 9, 1993

IN RE: Gretchen F. Dzedzej,	)	
	)	
Complainant/Petitioner,	)	ORDER ON
	)	COMPLAINT
vs.	)	
	)	
South Carolina Electric &	)	
Gas Company,	)	
	)	
Defendant/Respondent.	)	
	)	
	)	
	)	

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By letter dated October 6, 1992, Gretchen F. Dzedzej (the Complainant) filed a request for hearing before the Public Service Commission of South Carolina (the Commission) concerning her complaint against South Carolina Electric & Gas Company (SCE&G or the Company) in regards to a billing dispute. The Commission found that a hearing should be held to consider this matter.

A hearing was held on this matter in the offices of the Commission on March 2, 1993 at 11:00 a.m., before the Honorable Rudolph Mitchell, presiding, the Honorable Marjorie Amos-Frazier, and the Honorable Guy Butler. All parties signed a waiver of proposed decision under S.C. Code Ann., §1-23-340 (1976), as amended. Belton T. Zeigler, Esquire, represented the Company, and

F. David Butler, General Counsel represented the Commission Staff.

The gravamen of Mrs. Dzedzej's complaint is that SCE&G is charging her \$263.90 for electricity that she did not use. The electric service at 4824 Breeders Cup Drive, Trailer 245, in Dorchester County, South Carolina, was billed to Gretchen F. Dzedzej from October 21, 1987 to June 20, 1990. From June 15, 1990 to September 16, 1991, electric service was billed to Janie E. Hill, a tenant at that address. On September 16, 1991, service was disconnected and charges to Ms. Hill were final billed. On October 28, 1992, the meter for this account was blocked.

From December 2, 1991 through March 25, 1992, electric service resumed for Trailer 245, and this period of service relates to the billing dispute which is the issue of this case. On December 2, 1991, per telephone request, service was reconnected and billing for the account was placed once again in the name Gretchen F. Dzedzej. Billing for services rendered at this account continued into the fourth month and arrearages accumulated up to the amount of \$263.90. Company meter reading confirmed electric usage at the trailer from December 1991 through March 1992. Mr. Dzedzej called SCE&G and complained that no one was living at the trailer.

The Complainant in this case states that she did not request that electric service at 4824 Breeders Cup Drive, Trailer 245 be turned on on December 2, 1991. She states that the trailer was vacant at the time, and she was living at her current address of 1049-A Bethany Drive, North Charleston, South Carolina. After

Mrs. Dzedzej received several bills for electricity that she says she did not use, and contested them, Mrs. Dzedzej was finally told by an SCE&G representative that if she did not do something to pay the bill, that the electricity at her current address would be turned off as well. In order to avoid problems with her credit record, Mrs. Dzedzej went to the SCE&G office and attempted to set up a payment plan, however, her husband who was at sea at the time subsequently forbid her to continue paying the disputed bill. Mrs. Dzedzej stated she did not request that the service be turned on, and did not use the service, and therefore, does not think that she should be charged for the \$263.90 that the Company says is owed to it.

Both Gretchen Dzedzej and her husband Richard Dzedzej testified in this matter. For the Respondent, SCE&G, Charles A. Jaques, Jr., testified. It is significant to note that, according to Jaques, SCE&G has never questioned whether someone did or did not live at the premises. SCE&G only states that a meter turn-on was commissioned and electric usage continued until March 25, 1992. Also, the Company has not alleged that the Dzedzej's were the parties who requested the service at the premises in question. The Company only alleges that no turn-off request was received, therefore, usage accumulated, and since the trailer in question was in the name of the Dzedzej's, that the Dzedzej's should be liable.

The Commission has considered this matter and believes that the Dzedzej's should not have to pay the \$263.90 in charges.

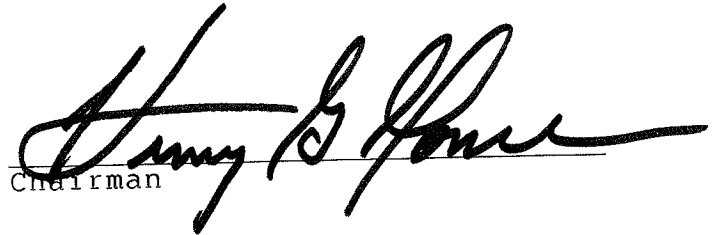
First, the Company has no written record that the Dzedzej's applied for service, nor have they actually questioned, or alleged that the Dzedzej's were the parties who requested service at the premises in question in the first place. Next, SCE&G has never questioned whether someone did or did not live at the premises. This Commission believes that there are major doubts as to who incurred the electric bill in this case, and does not believe that the Company has proven that the Dzedzej's utilized the electricity. It is therefore the opinion of the Commission that the Company should withdraw the bill of \$263.90 to the Dzedzej's and that the Dzedzej's should not have to pay said amount.

IT IS THEREFORE ORDERED THAT:


1. SCE&G shall withdraw the bill of \$263.90 to Gretchen F. Dzedzej for the premises at 4824 Breeders Cup Drive, Trailer Lot No. 245.
2. SCE&G shall also credit Mrs. Dzedzej's account with an additional \$5.03, the amount that Mrs. Dzedzej paid toward the alleged "arrearage" originally.

3. That this Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

  
Chairman

ATTEST:

  
Executive Director

(SEAL)